

MEMORANDUM

Agenda Item No. 14(A)(1)

TO: Honorable Vice Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 18, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution approving
Amendment Number Two to
Miami-Dade Water and Sewer
Department Agreement Number
01CDAM003, a non-exclusive
professional services agreement
with CDM Smith Inc.

The accompanying resolution was prepared by the Water & Sewer Department and placed on the agenda at the request of Prime Commissioner Barbara J. Jordan.



R. A. Cuevas, Jr.
County Attorney

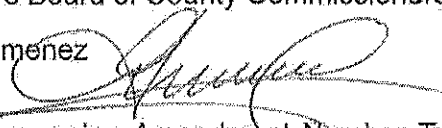
RAC/cp

Memorandum



Date: December 18, 2012

To: Honorable Vice Chairwoman Audrey M. Edmonson
and Members Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution approving Amendment Number Two to Agreement Number 01CDAM003 with CDM Smith Inc.; increasing total compensation by \$3,300,000, from \$7,121,400 to \$10,421,400 and granting a time extension of three additional years to January 5, 2016

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve Amendment Number Two to Miami-Dade Water and Sewer Department's (WASD) Agreement Number 01CDAM003, a non-exclusive agreement with CDM Smith Inc. for engineering design services for the South Miami Heights Water Treatment Plant. Amendment Number Two increases the total compensation amount by \$3,300,000, from \$7,121,400 to \$10,421,400, and extends the contract term by three years, from January 5, 2013 to January 5, 2016.

On July 16, 2012, the South Florida Water Management District issued a second modification to the County's 20-Year Water Use Permit authorizing various changes to the current permit conditions including a partial modification to the design of the South Miami Heights Water Treatment Plant. According to the permit requirements, this partial modification includes the Floridan aquifer as an additional water supply source, thereby reducing the total project cost by approximately \$300 million. This change requires a partial modification of the water treatment plant which can most cost-effectively be accomplished through this amendment as the Engineer of Record is very familiar with the project and can utilize approximately 80% of the original design to complete the necessary work. Therefore, it is in the best interest of the County to extend this agreement as Amendment Number Two authorizes the professional engineering services for the partial modification of the South Miami Heights Water Treatment Plant.

SCOPE OF AGENDA ITEM

The item has county-wide significance although the South Miami Heights Water Treatment Plant is located at 11800 SW 208 Street, Miami, Florida in Commission District 9. The construction of the South Miami Heights Water Treatment Plant provides many benefits to the consumers in the South Miami-Dade area. The South Miami Heights Water Treatment Plant will provide additional potable water to meet the current and future water supply needs in the south Miami-Dade area. It will replace five small water treatment plants more than 40 years old which currently provide minimal water treatment.

FISCAL IMPACT/FUNDING SOURCE

Amendment Number Two increases total compensation by \$3,300,000, from \$7,121,400 to \$10,421,400 which will be funded by a combination of WASD's existing Water Connection Charges, Water Construction Fund, Fire Hydrant Fund, and WASD Revenue Bonds. There is sufficient funding available in the County's current and future budgets until the term of the agreement is completed and final payment is made to CDM Smith Inc.

TRACK RECORD/MONITOR

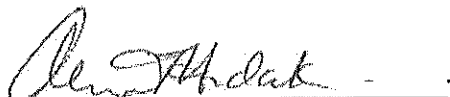
WASD's Assistant Director, Water, Ralph Terrero, P.E. will monitor this agreement.

BACKGROUND

On November 3, 2001, the Board approved a non-exclusive Professional Services Agreement Number 01CDAM003 by Resolution No. R-1426-01 to CDM Smith Inc. for a total compensation of \$5,500,000 for engineering design services for the South Miami Heights Water Treatment Plant. CDM Smith Inc. completed the design and construction permits to use fresh water from the Biscayne Aquifer as the sole source of water. The actual construction of the plant was delayed due to negotiations then taking place for the County's 20-Year Water Use Permit with the South Florida Water Management District which was issued by the District in November 2007.

On January 5, 2007, the Board adopted Resolution No. R-1314-06 approving Amendment Number One which increased total compensation by \$1,621,400 for a total compensation of \$7,121,400. The amendment also extended the agreement six additional years to January 5, 2013. Amendment Number One was necessary as it provided CDM Smith Inc. the additional time to reapply for the required construction permits and to provide additional engineering services including responding to information requests, reviewing shop drawings, potential change orders, contract schedules, schedule of values and as-built drawings. However, in 2011, construction of the South Miami Heights Water Treatment Plant was once again delayed due to revisions made by the South Florida Water Management District to the County's 20-Year Water Use Permit conditions requested by the County to substantially reduce the overall cost of the project by approximately \$300 million. This project is needed to meet both current and future demands in the southern service area which is not as effectively interconnected to the regional water supply system as the central and north areas. It is more cost-effective to extend the current design contract to incorporate the design changes as the Engineer of Record is very familiar with the project and can utilize approximately 80% of the original design. Approval of Amendment Number Two is needed prior to the January 5, 2013 contract expiration date, the time and cost savings associated with this approach makes it the most cost-effective method for completing this necessary work.

The Community Business Enterprise goal of 10% was established as a part of the original contract. To date, CDM Smith Inc. has complied and exceeded its goal with a 12% participation. The 10% Community Business Enterprise goal will also be applied to the additional compensation in Amendment Number Two.


Alina T. Hudak
Deputy Mayor




MEMORANDUM

(Revised)

TO: Honorable Vice Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 18, 2012

FROM:


R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(1)
12-18-12

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NUMBER TWO TO MIAMI-DADE WATER AND SEWER DEPARTMENT AGREEMENT NUMBER 01CDAM003, A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH INC. INCREASING TOTAL COMPENSATION BY \$3,300,000, FROM \$7,121,400 TO \$10,421,400 AND GRANTING A TIME EXTENSION OF THREE ADDITIONAL YEARS; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves Amendment Number Two to Miami-Dade Water and Sewer Department's Professional Services Agreement No. 01CDAM003 with CDM Smith Inc. increasing total compensation by \$3,300,000, from \$7,121,400 to \$10,421,400 and granting a time extension of three additional years; in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	Juan C. Zapata

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of December, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman



Memorandum



Date: November 30, 2012

To: John Renfrow, Director
Miami-Dade Water and Sewer Department

From: Jack Osterholt, Deputy Mayor/Director
Department of Regulatory and Economic Resources

Subject: Project No. E01-WASD-01, South Miami-Dade Water Treatment Plant Design
Services for Miami-Dade Water and Sewer Department

The subject project was reviewed by Small Business Development (SBD), under the Business Affairs Division of the Department of Regulatory and Economic Resources for compliance with the 10% Community Business Enterprise goal. To date, Community Business Enterprises meeting the goal have been paid \$635,156 or 12% of the dollars paid to the prime consultant in compliance with the 10% CBE goal.

Please do not hesitate to contact Mario Goderich, Assistant Director at 305-375-5952 if you need additional information.

c: Veronica Clark, Assistant to the Director, SBD, RER
Alice Hidalgo-Gato, CMC Division Director, SBD, RER
Traci Adams-Parish, Administrative Officer 2, SBD, RER

AMENDMENT NUMBER TWO
TO
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
BETWEEN MIAMI-DADE COUNTY
AND
CDM SMITH INC.

Agreement No. 01CDAM003

THIS AMENDMENT NUMBER TWO, is made and entered into the _____ day of _____, 2012, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and CDM SMITH INC. (formerly known as Camp, Dresser & McKee Inc.) a Massachusetts corporation authorized to do business in the State of Florida and with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

WITNESSETH

WHEREAS, the Miami-Dade Water and Sewer Department, hereinafter referred to as, the "Department", operates and maintains the County's water and sewer utility systems; and

WHEREAS, on November 3, 2001, the COUNTY and CDM Smith Inc., f/k/a Camp, Dresser & McKee Inc. entered into a Non-exclusive Professional Services Agreement, hereinafter referred to as the "Agreement", in the amount of \$5,500,000 which includes a ten percent (10%) contingency fee for design and engineering services of the South Miami Heights Water Treatment Plant; and

WHEREAS, on January 5, 2007, the Board of County Commissioners approved Amendment Number One by Resolution R-1314-06 which increased compensation by \$1,621,400 for a total compensation of \$7,121,400 which includes a ten percent (10%) contingency fee and extended the Agreement six (6) years for the ENGINEER to reapply for construction permits and to provide additional engineering services including responding to information requests, reviewing shop drawings, potential change orders, contract schedules, schedule of values and as-built drawings; and

WHEREAS, the South Florida Water Management District issued modifications to the County's 20-Year Water Use Permit which mandated various changes to the current permit conditions including a partial design modification of the South Miami Heights Water Treatment Plant; and

WHEREAS, the COUNTY has requested and the ENGINEER has agreed to provide additional professional engineering services, as needed, including but not limited to the planning, design, permitting and related services during the design and construction phases of a membrane plant capable of treating groundwater from the Biscayne and Floridan Aquifers as regulated by the South Florida Water Management District; and

WHEREAS, this Amendment Number Two is the most cost-effective approach to accomplish the design modification and is in the best interest of the COUNTY, and

WHEREAS, this Amendment Number Two will increase compensation by \$3,300,000 from \$7,121,400 to \$10,421,400 which includes a ten percent (10%) contingency fee and extends the Agreement for an additional three (3) year period until January 5, 2016, for the ENGINEER to modify the existing South Miami Heights Water Treatment Plant design and provide permitting and related services during the design and construction phases; and

WHEREAS, Amendment Number Two also modifies several technical provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the COUNTY and the ENGINEER hereby agree to the following:

1. Paragraph 6.D. of the Agreement is hereby modified to state as follows:

MAXIMUM COMPENSATION: The total of all payments to the ENGINEER pursuant to the Agreement, inclusive of all payments made to date, shall not exceed ten million one hundred twenty-one thousand four thousand dollars (\$10,121,400) which includes a ten percent (10%) contingency fee. No minimum amount of compensation will be assured to the ENGINEER.

2. Paragraph 15 of the Agreement is hereby modified to state as follows:

SUBCONSULTANTS:

- A. The ENGINEER shall utilize the following firms as a subconsultant: EBS Engineering, Inc.; Fraga Engineers, LLC; Hazen & Sawyer, P.C.; Laura Llerena & Associates, Inc.; Nova Consulting, Inc. and Aylward Engineering & Surveying, Inc. The ENGINEER shall not subconsult, assign or transfer to others work performed under this Agreement without the written consent of the Director or his designee and approval of the subconsultants by the Department of Regulatory and Economic Resources. In addition, the ENGINEER shall not allow the subconsultant to utilize, assign or transfer work to others for work performed under this Agreement without the written consent of the Miami-Dade Water and Sewer Department Director or his designee. When applicable and upon receipt of such consent in writing by the Miami-Dade Water and Sewer Department Director, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants.

B. In addition, and as applicable, the ENGINEER agrees to comply with Miami-Dade COUNTY Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of ten percent (10%) on the total amount of compensation for engineering services authorized under this Agreement. The ENGINEER shall be responsible to submit to the COUNTY a "Monthly Utilization Report" on or before the tenth working day following the preceding month or with the monthly invoice.

C. SUBCONTRACTORS – RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES Pursuant to Sections 2-8.1, 2-8.8 (as amended by Ordinance No. 11-90) and 10.34 of the COUNTY Code, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the COUNTY must report to the COUNTY the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful bidder demonstrates to the COUNTY prior to award that the race, gender and ethnic information is not reasonably available at that time, the ENGINEER shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the COUNTY not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. The ENGINEER shall provide this information on a COUNTY form prior to the final payment to the ENGINEER, as attached as Exhibits A and B.

3. Paragraph 17 of the Agreement is hereby modified to state as follows:

TERMINATION OF AGREEMENT: It is expressly understood and agreed that the COUNTY Mayor or his designee may terminate this Agreement, in total or in part, without cause or penalty, by ten (10) days prior written notification or by declining to issue the written task order authorization, as provided herein in which event the COUNTY's sole obligation to the ENGINEER shall be payment, in accordance with Section 6, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the ENGINEER, elect to employ other persons to perform the same or similar services.

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List - By executing this Agreement through a duly authorized representative, the ENGINEER certifies that the ENGINEER is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms

are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The COUNTY shall have the right to terminate this Agreement for default if the ENGINEER is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

4. Paragraph 18 of the Agreement is hereby modified to state as follows:

DURATION OF AGREEMENT: This Agreement shall remain in full force for a period of three (3) additional years until January 5, 2016 after execution of this Amendment. Actual completion of the services authorized prior to the expiration date may be extended beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited, to indemnification and insurance. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Section 6 hereof.

5. Paragraph 20 of the Agreement is hereby modified to state as follows:

INDEMNIFICATION AND HOLD HARMLESS: Pursuant to Florida Statutes 725.08 notwithstanding the provisions of Florida Statutes 725.06, the ENGINEER shall indemnify and hold harmless the COUNTY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this Agreement.

To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

The ENGINEER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The ENGINEER expressly understands and agrees that any insurance protection required by this Contract, or otherwise provided by the ENGINEER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

This Section shall survive expiration or termination of this Agreement.

INSURANCE: The ENGINEER, including subconsultants, shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division of the Internal Services Department. The ENGINEER shall maintain insurance coverage during the term of this Agreement which meet the requirements outlined below:

- A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- B. Professional Liability Insurance in the amount \$1,000,000 per claim.
- C. Public Liability Insurance, on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade COUNTY must be shown as additional insured with respect to this coverage.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the COUNTY's Risk Management Division, or, the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and be members of the Florida Guaranty Fund.

The ENGINEER shall furnish certificates of insurance to the Department's Intergovernmental Affairs Manager, Suite 538-6, 3071 S.W. 38th Avenue, Miami, Florida, 33146 prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Paragraph 20.

Compliance with the foregoing requirements shall not relieve the ENGINEER of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect original insurance policies under a court protective order.

6. Paragraph 37 of this Agreement is hereby added to state as follows:

TRUTH IN NEGOTIATION: Pursuant to Administrative Order 3-39 and Section 287.055 5(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require

the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract. Certificate as required by Chapter 287, Florida Statutes as attached as Exhibit "C".

7. All terms, covenants and conditions of the Agreement not expressly modified or revised herein shall remain in full force and effect.

(This section was intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and date first written above.

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

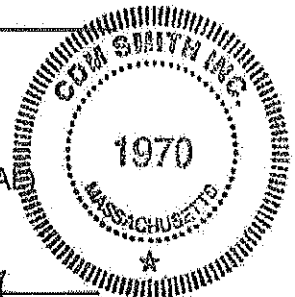
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Mayor

ATTEST:

CDM SMITH INC.
A Massachusetts Corporation (SEALED)



By: James S. Lackman Secretary By: John D. Manning President
Print Name Print Name

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me this 4th day
of December, 2012, by John D. Manning
as President and James S. Lackman as
Secretary, of CDM Smith Inc. a Massachusetts Corporation, on behalf
of the corporation. ~~He/She/They~~ is/are personally known to me or
~~has/have/they~~ has produced identification and ~~did/did not~~ did take an oath.

Patricia A. Wilson
Notary Public

N/A
Serial Number

Patricia A. Wilson
Print Name

Approved by County Attorney
As to form and legal sufficiency:

Assistant County Attorney

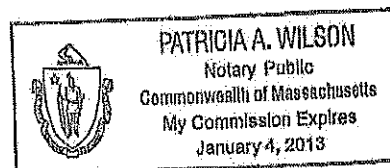


EXHIBIT A
MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 10 – SUBCONTRACTORS PAYMENT REPORT
(Ordinance 11-90)

In accordance with Sections 2-8.8 of the County Code (as amended by Ordinance No. 11-90), an entity contracting with the County as a condition of final payment under a contract, the contractor shall identify all subcontractors used in the work, the amount of each subcontract, and the amount paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount.

This form may be submitted after final payment to each subcontractor or comprehensively at the end of the contract with final requisition/invoice. All payments to subcontractors must be submitted as a condition of final payment by Miami-Dade County. Please include in the "Total Amount Paid" column any funds that will be paid to subcontractors from the final payment issued by the County and denote such an amount with an asterisk (*). Attach statements explaining discrepancies between Contract Value and Total Amount Paid when applicable.

PRIME CONTRACTOR/VENDOR:

FEIN:

PROJECT/CONTRACT NAME:

PROJECT/CONTRACT NUMBER:

CONTRACT AWARD DATE:

CONTRACT AWARD AMOUNT:

SUBCONTRACTOR	FEIN	CONTRACT VALUE	TOTAL AMOUNT PAID
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

COMPLETED FORM MUST BE INCLUDED WITH FINAL REQUISITION/INVOICE TO THE CONTRACTING/USER DEPARTMENT.

Signature

Print Name and Title

Date

For Departmental Use Only

Department Signature

Print Name and Title

Date

Contractor in Compliance ☐

EXHIBIT B

**MIAMI-DADE COUNTY OCI FORM # 7
SUBCONTRACTOR/SUPPLIER LISTING**

(Code of Miami-Dade County, Sections 2-8.1 and 10-34)

Firm Name of Prime Contractor/Proposer CDM Smith Inc. Name South Miami Heights Water Treatment Plant

Project No. 01CDAM003

This form, or a comparable listing meeting the requirements of Code of Miami-Dade County, Sections 2-8.1 and 10-34 **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. This form, or a comparable listing meeting the requirements of Code of Miami-Dade County, Sections 2-8.1 and 10-34, must be completed and submitted as a condition of contract award even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of Form 3 in those instances where no subcontractors or suppliers will be used on the contract. A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender	(Principal Owner) Race
Fraga Engineers	Irene Fraga	Professional Engineering Services	F	Hispanic
Hazen and Sawyer, P.C.	Jim Cowgill	Professional Engineering Services	M	Other
Laura Llerena & Associates, Inc.	Laura Llerena	Professional Engineering Services	F	Hispanic
Nova Consulting, Inc.	Maria Molina	Professional Engineering Services	F	Hispanic
Aylward Engineering & Surveying, Inc.	Sharon Aylward-Cox	Professional Engineering Services	F	Other
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	(Principal Owner) Race
Not Applicable	Not Applicable	Not Applicable		

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature of Proposer's
Authorized Representative

Ignacio L. Llerena

Print Name

Associate

Print Title

12-3-12

Date

(Duplicate if additional space is needed)

Form # (new 5/7/99)

Exhibit "C"
Truth-In-Negotiation Certificate

Pursuant to A.O. 3-39 and Florida Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed One Hundred Fifty Thousand Dollars (\$150,000; 287.017 – category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

This sworn statement is submitted for:

PROJECT TITLE South Miami Heights Water Treatment Plant

PROJECT NUMBER 01CDAM003

Before me the undersigned authority appeared Ignacio L. Lizama (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who certifies that the wage, rates, and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

(Signature of Authorized Representative)

Title Associate

Date December 3, 2012

STATE OF:
COUNTY OF:

The above certifications/verifications were acknowledged before me this 3rd day of December, 2012,

by Ignacio L. Lizama
(Authorized Representative)

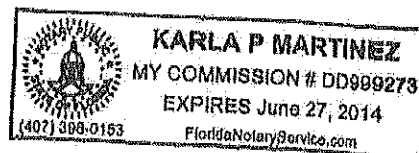
of CDM Smith Inc.
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Karla P. Martinez
(Signature of Notary)

KARLA MARTINEZ
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: DD 999273
My Commission Expires: June 27, 2014